

## EXHIBIT A

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is effective as of the date set out below between VocalSpace, LLC (the "VocalSpace"), a Texas limited liability company, and the person or entity signing below as "Independent Contractor." Each party acknowledges and agrees that the agreements and undertakings of the other party set out here provide sufficient consideration for this Agreement.

**I. Relationship.** The relationship created by this Agreement is that of company and Independent Contractor. The relationship is contractual; it is not founded upon nor does it create any special relationship. Nothing in this Agreement, or in the relationship or business dealings between the parties, or in any course of conduct shall be construed to create the relationship of employer and employee, or franchiser and franchisee, or general or limited partners, or of joint ventures. The relationship of Company and Independent Contractor shall apply for all purposes regarding any laws governing taxes and employment, including without limitation the Internal Revenue Code, the Federal Insurance Contributions Act, the Federal Unemployment Contributions Act, the Employees Retirement Income Security Act, the National Labor Relations Act, the American Disabilities Act, Age Discrimination in Employment Act, and Title of the Civil Rights Act, the Older Workers Benefit Protection Act, each state's worker's compensations act, each state's revenue code, and all related regulations, interpretations, guidelines, policy statements and procedures (collectively referred to as "Tax and Employment Laws").

VocalSpace will provide Independent Contractor no fringe benefits under this Agreement whatsoever. Independent Contractor will receive no insurance benefits, no disability income, no vacation pay, no holiday pay, no sick pay, no expense reimbursement, or any other benefits intended only for the VocalSpace's employees.

VocalSpace will not provide:

- A. Retirement Benefits – Including profit sharing or pension retirement plan.
- B. Worker's Compensation – Worker's compensations coverage shall be the sole responsibility of the Independent Contractor.
- C. Contractor's Expenses – Independent Contractor shall be solely responsible for all expenses, including but not limited to travel, entertainment, education expenses, dues, subscriptions, licenses, and shall receive no remuneration or reimbursement of any nature whatsoever other than commission referred herein.

VocalSpace and Independent Contractor agree that VocalSpace shall not, and shall not be entitled to, withhold any monies due Independent Contractor from VocalSpace for any federal income tax, state income tax, employment tax or any other tax which is or may be levied in respect of income. VocalSpace shall annually produce a report of payments to Independent Contractor on IRS Form 1099 and deliver such report to Independent Contractor. Independent Contractor shall include as income on all tax returns all income included in such 1099 report. Independent Contractor shall promptly pay and discharge, or make provisions for payment of all federal, state, and local taxes arising out of or in any way related to payments made to Independent Contractor under this Agreement, other than taxes which are being contested by Independent Contractor in good faith.

Independent Contractor agrees to indemnify VocalSpace harmless from any and all loss, costs, claims or fines which may be asserted against VocalSpace by any federal, state or local taxing authority

arising out of or related to payments by VocalSpace to Independent Contractor under this Agreement. VocalSpace shall have no duty to oppose any effort by a taxing authority to collect taxes, claims or fines, or to make any claim for refund by VocalSpace shall be solely at VocalSpace's discretion.

**II. Duration of Relationship.** The relationship created by this Agreement is an at-will relationship, and may be terminated by either party at any time upon written, electronic or facsimile notice to the other party.

**III. Compensation and Reimbursement Schedules.** Independent Contractor shall be compensated and VocalSpace reimbursed in accordance with the provisions of Schedule A as attached to this Agreement, as may be amended upon agreement of the parties. VocalSpace may net or offset any compensation due under Schedule A against any reimbursements due hereunder at any time or from time to time.

**IV. VocalSpace Conduct of Business.** Other than as provided in this Agreement, VocalSpace shall have no right to control or direct Independent Contractor in the conduct of the services to be performed hereunder, as to the result to be accomplished.

**V. Independent Contractor Conduct of Business.** Independent Contractor warrants that he will follow accepted practices regarding the services to be performed hereunder. Independent Contractor further warrants that he will not violate any local law requirements; that he will pay all taxes due from his business, including, but not limited to, all taxes on self-employment; and that his business will be run with honesty and integrity so as not to adversely affect the good name of VocalSpace.

**VI. No Right of Control.** VocalSpace agrees, recognizes, and acknowledges that it has no right to control or direct the details, manner, or means by which Independent Contractor operates his business.

**VII. No Instructions.** VocalSpace shall give no instructions to Independent Contractor regarding the performance of his business hereunder.

**VIII. No Training.** Independent Contractor agrees to be solely responsible for his own training necessary to perform hereunder. VocalSpace shall not be responsible for any of said training.

**IX. Hiring, Supervision and Payment of Assistants.** Independent Contractor may, but is not required to, hire any employees or other assistants as he may see fit in order to operate his business hereunder. Independent Contractor shall be solely responsible and liable for the hiring, supervision and payment of any of said employees or other assistants.

**X. Independent Contractor's Hours of Operation.** Independent Contractor shall set his own hours of operation.

**XI. No Time Requirement.** Independent Contractor may work the number of hours he desires and shall be under no obligation to devote his full time to his business hereunder.

**XI. Payment of Expenses.** Independent Contractor shall be solely liable for the expenses of his business as a broker.

**XII. Tools and Materials.** Independent Contractor shall be solely responsible to acquire whatever tools and materials he requires in order to operate his business hereunder.



**XIII. Realization of Profit and Loss.** Independent Contractor shall solely realize the profits and losses from his business hereunder and VocalSpace shall in no way share in the profit or the loss from said business.

**XIV. Services to the General Public.** Independent Contractor shall make his services available to the general public.

**XV. License.** Independent Contractor hereby grants VocalSpace a non-exclusive, worldwide, transferable, royalty-free, and fully-paid up right and license to any software, code and/or technology developed by Independent Contractor in the performance of services hereunder.

**XVI. Interpretation and Construction.**

- A. Entire Agreement. This Agreement, including items or documents incorporated by reference, and schedules hereto, constitutes the entire Agreement between the parties in effect from time to time. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto. There are no express or implied agreements contrary to the provisions of this Agreement. No employee or representative of VocalSpace is authorized to make any express or implied agreements contrary to the provisions of this Agreement, except as provided under the provisions regarding an amendment of this Agreement, set out below.
- B. Amendment. This Agreement may be amended, modified, supplemented, supplanted only by a writing signed by an authorized representative of each party.
- C. Waiver. Waiver by either party of any default or breach of any provision of this Agreement shall not be effective unless such waiver is made in writing and with full knowledge of the facts concerning such default or breach. Any delay in exercising any remedy shall not be construed as a waiver of any default or breach giving rise to the remedy, and any waiver of any default or breach shall not operate or be construed as a waiver of any other or subsequent default or breach.
- D. Partial Invalidity. If any provision of this Agreement or the application of any provision to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other parties or circumstances shall not be effected thereby, the provisions of this Agreement being separable.
- E. Provisions Survive Termination. Any provisions of this Agreement performable or to be performed after termination of the relationship created by this Agreement shall survive termination and shall continue to be in effect until fully performed.
- F. Interpretation. The captions in this Agreement are for reference only and shall not modify the provisions of this Agreement. The parties to this Agreement acknowledge that each party and, at its option, its counsel have reviewed this Agreement and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement. Each gender includes all others, and the singular includes the plural, and vice versa, as required by the context.


- G. Assignment. Independent Contractor's obligations under this Agreement are not assignable. However, if all or substantially all of the assets and liabilities of VocalSpace are transferred to any other party licensed to deal in securities at any time during the term of this Agreement, this Agreement shall be assigned to such party, and Independent Contractor shall continue to be bound by the provisions thereof, provided that such assignee shall assume and agree to perform all obligations of VocalSpace hereunder. Any such assignment shall release VocalSpace from its obligations to Independent Contractor under this Agreement.
- H. Governing Law. This Agreement shall be governed by, and construed in accordance with, applicable Securities Laws, and the laws of the State of Texas, except to the extent that such state laws would require reference to the laws of any other state of jurisdiction.
- I. Parties Bound. This Agreement shall bind each party and their respective agents, employees, heirs and successors.
- J. Effective Date. This Agreement shall be effective as of the date it has been signed by both parties.

VocalSpace, LLC:

By: 

Date: 1/8/07

Independent Contractor



Date: 1/8/07

9613 Beck Dr, Plano, TX 75025  
(Address)

972-333-4139  
(Telephone Number)

Schedule A - "Compensation and Reimbursement Schedules"

LarkSpark Corporation shall invoice VocalSpace, LLC at the rate of US \$6,750.00 for each month which Contractor worked on behalf of VocalSpace.

Invoicing shall occur monthly, in advance of the month to be worked. Invoice shall include a summary of work performed during the previous month.

LarkSpark Corporation shall submit invoices by the 7<sup>th</sup> of each month and VocalSpace shall pay invoices in full by the 15<sup>th</sup> of each month, provided no additional documentation is required by Contractor.

For Example: On February 3<sup>rd</sup>, 2007, LarkSpark Corporation submits and invoice for \$6,750.00 to VocalSpace for the month of February 2007. The invoice also contains a summary of work performed during January, 2007. VocalSpace receives the invoice and makes payment on or before the 15<sup>th</sup> of February 2007.

Invoices shall be sent to:

VocalSpace, LLC  
1641 Neal Rd.  
White River Junction, VT 05001

If by fax:

(802) 295-4436

If by email:

[jadams@vocalspace.com](mailto:jadams@vocalspace.com)